

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)	
)	
Hermann GÖHL et al.)	Group Art Unit: 4174
)	
Application No.: 10/540,123)	Examiner: Shawn Hutchinson
)	
Filed: June 20, 2005)	
)	
For: PERMSELECTIVE MEMBRANE)	Confirmation No.: 1075
AND PROCESS FOR)	
MANUFACTURING THEREOF)	

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

TERMINAL DISCLAIMER

Assignee, Gambro Lundia AB, duly organized under the laws of Sweden and having its principal place of business at Magistratsvägen 16, 22643 Lund, Sweden, represents that it is the assignee of the entire right, title, and interest in and to the above-identified application, Application No. 10/540,123, filed June 20, 2005 for PERMSELECTIVE MEMBRANE AND PROCESS FOR MANUFACTURING THEREOF in the names of Herman Göhl and Reinhold Buck, as indicated by assignments duly recorded in the United States Patent and Trademark Office at Reel 018007, Frame 0142 on June 22, 2006; Reel 018007, Frame 0144 on June 22, 2006; and Reel 018007, Frame 0146 on June 22, 2006. Assignee, Gambro Lundia AB, further represents that it is the assignee of the entire right, title, and interest in and to copending U.S. Application No. 10/539,409, as indicated by assignments duly recorded in the United States Patent

and Trademark Office at Reel 017276, Frame 0868 on November 29, 2005 and Reel 017280, Frame 0879 on November 29, 2005.

To obviate a double patenting rejection, Assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application that would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Application No. 10/539,409. Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated before the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule in 37 C.F.R. § 1.20(d), the required fee of \$130.00 is being filed with this disclaimer.

If a check for the required fee is not filed concurrently herewith or if there are any additional fees due in connection with the filing of this Terminal Disclaimer, please charge the fees to Deposit Account 06-0916. If a fee is required for an extension of time under 37 C.F.R. § 1.136 not accounted for above, such an extension is requested and the fee should also be charged to Deposit Account 06-0916

The undersigned is an attorney of record.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: February 28, 2008

By: /Aaron L. Parker/
Aaron L. Parker
Reg. No. 50,785